IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES F. COYNE, not individually, but as a Trustee of THE TECHNICAL ENGINEERING DIVISION PENSION FUND, LOCAL 130, U. A., THE TECHNICAL ENGINEERING DIVISION WELFARE FUND, LOCAL 130, U. A., and TRUST FUND FOR EDUCATION, TECHNICAL ENGINEERING DIVISION LOCAL130, U.A.; THE TECHNICAL ENGINEERING DIVISION INDUSTRY FUND, LOCAL 130, U.A.; CHICAGOLAND CONSTRUCTION SAFETY COUNCIL; and TECHNICAL ENGINEERING DIVISION LOCAL UNION 130, U.A., Plaintiffs, v. TABITHA VENTURES, INC., an Illinois Corporation Defendant.	))))))))))))))))))))	Case No:

COMPLAINT

Plaintiffs, James F. Coyne, not individually, but as a Trustee of The Technical Engineering Division Pension Fund, Local 130, U. A. ("Pension Fund"), The Technical Engineering Division Welfare Fund, Local 130, U.A. ("Welfare Fund"), and Trust Fund for Education, Technical Engineering Division Local 130, U.A. ("Education Fund"); The Technical Engineering Division Industry Fund, Local 130, U.A. ("Industry Fund"); Chicagoland Construction Safety Council ("Safety Council"); and Technical Engineering Division Local Union 130, U.A. ("Union"), by their attorney, Michael S. Young of GREGORIO ♦ MARCO, for their Complaint against Defendant, TABITHA VENTURES, INC., an Illinois Corporation, state:

1. This action arises under the laws of the United States and is brought pursuant to the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1132 and 1145 (ERISA), and the Labor Management Relations Act of 1947, as amended, 29 U.S.C. §185 (LMRA). Jurisdiction is based upon the existence of questions arising thereunder as hereinafter more fully appears.

2. Plaintiff, James F. Coyne ("Coyne"), is a Trustee of Pension Fund, Welfare Fund, and Education Fund (collectively, "Funds"), which are "employee benefit plans" and "plans" under ERISA and are administered within this District, and Coyne is authorized by Funds to bring this action on their behalf. Funds have been established pursuant to collective bargaining agreements previously entered into between Union and certain employer associations whose employees are covered by collective bargaining agreements with Union.

3. The Industry Fund is an industrywide labor management committee under the LMRA.

4. The Safety Council is an Illinois not-for-profit corporation.

5. The Union is a labor organization within the meaning and definition of 29 U.S.C. § 152 and represents employees in an industry affecting commerce.

6. The Defendant is engaged in an industry affecting commerce, and a corporation organized and existing under the laws of the State of Illinois. Defendant is registered to do business in Illinois, in good standing, and has conducted business on a regular basis within the State of Illinois.

7. The Defendant is an "employer" within the meaning of ERISA, 29 U.S.C. §§1132 and 1145 and the LMRA, 29 U.S.C. §185 et. seq.

8. At all times relevant to this complaint, there was in effect a collective bargaining agreement or agreements ("Agreements") between Union and Defendant, which Agreements were subsequently readopted from time to time. True and correct copies of the relevant Agreements are attached hereto as ***Exhibit A***.

9. Pursuant to these agreements the Defendant is obligated to: submit monthly payroll reports and contributions to the Funds (and additional payments to the other Plaintiffs) based on hours worked by each employee covered by the Agreements; to carry a bond to cover the contributions if any are unpaid and uncollectable; to report and pay contributions weekly instead of monthly if the Defendant fails to provide proof of a bond; to permit the Funds to audit Defendant's books and records; to pay liquidated damages if contributions are not timely paid to Funds; and to pay all costs incurred, including but not limited to legal, audit, and court fees, to enforce collection of any monies due.

10. Defendant has breached its obligations to Plaintiffs under the Agreements by failing to submit its payroll report and not remitting benefit contributions to the Plaintiff Funds or to make other payments to the other Plaintiffs for the months of July, 2016 to the present, in accordance with the Agreements.

WHEREFORE, Plaintiffs pray:

A. That the Defendant be ordered to submit payroll reports and pay all delinquent benefit contributions pursuant 29 U.S.C. §1132(g)(A);

B. That the Defendant be ordered to pay interest on the delinquent contributions pursuant to 29 U.S.C. §1132(g)(2)(B) and/or Section 301 of the Labor Management Relations Act (LMRA) of 1947, 29 U.S.C. §185;

C. That the Defendant be ordered to pay liquidated damages on the delinquent contributions pursuant to 29 U.S.C. §1132(g)(2)(C);

D. That the Defendant be ordered to pay the reasonable attorneys' fees and costs incurred by the Plaintiffs pursuant to 29 U.S.C. §1132(g)(2)(D);

E. That Plaintiffs have such other and further relief as the Court deems just and equitable.

Respectfully Submitted,

BY: _/s/_ Michael S. Young___
MICHAEL S. YOUNG

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